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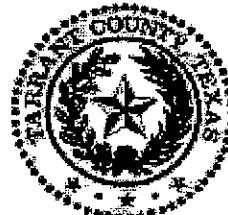
Tarrant County Texas

1/12/2011 11:52 AM

D211010036

Mary Louise Garrison

PGS 2 \$20.00



Paloma Barnett, LLC
ATTN: ALICE PARKER
1021 MAIN STREET, SUITE 2600
HOUSTON, TX 77002

Submitter: PALOMA BARNETT, LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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BY SIMPLIFILE

By: _____

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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WHEREAS, between DAVID L. BAUGHMAN AND WIFE, LINDA M. BAUGHMAN, whose address is 2814 Avonhill Dr., Arlington, Tx 76015 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated 18th day of January, 2008, unto Dale Property Services, L.L.C., a NO SURFACE OIL AND GAS LEASE of which is recorded in as Document Number D208066285 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, all of the rights, title and interest in said Lease were ultimately assigned to and acquired by Chesapeake Exploration, LLC, whose address is 6100 N Western Ave, Oklahoma City, Oklahoma 73118 ("Lessee"); and

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional eighteen (18) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to July 18, 2012 and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled there with, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 29th day of December, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

DAVID L. BAUGHMAN AND WIFE, LINDA M. BAUGHMAN

David L. Baughman
David L. Baughman

Linda M. Baughman
Linda M. Baughman

ACKNOWLEDGMENT

THE STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on this the 10th day of January, 2011, by

David L. Baughman

Linda M. Baughman

Gwendolyn Lee Walton
Notary Public, State of Texas

